

Membership Agreement United Way of Wilson County

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This Membership Agreement is made and entered into this ____ day of _____, 20____, by and between United Way of Wilson County, Inc., hereinafter referred to as United Way, and _____, hereinafter referred to as the Member Agency.

For adequate consideration from each to the other, the receipt of which is acknowledged, the parties to the MEMBERSHIP AGREEMENT do hereby agree as follows:

1. To cooperate with other agency members of the United Way in eliminating duplication, securing economy and efficiency, and promoting the best interest of social work in the Wilson County area.
2. To maintain such books and records as may be necessary to produce desired information on finances and service. See Exhibit A for specific requirements.
3. To give free access to their books of account and records for examination by authorized representatives of United Way as may reasonably be requested by United Way.
4. To operate under the management of a responsible unpaid Board of Directors who shall hold regular meetings at least quarterly.
5. Within reason, to publicize in all written materials, audio/video presentations at facilities and to any public gathering, that the agency is supported by United Way of Wilson County.
6. **Member agencies may not solicit funds for current operating expenses within the territory covered by United Way's Campaign, without the prior consent of the United Way Finance Committee.** This provision is understood to cover those situations where the solicitation is made in the name of the member agency financed by United Way.
7. **Member agencies agree not to conduct/endorse/participate¹ in any fundraising activities (includes telephone, Internet, radio, television, print, and photo opportunities) during United Way's campaign period, August 1st through October 31st.**
Note: This clause excludes Grandfathered-in campaigns and campaigns associated with major disasters (i.e. hurricanes, tornadoes, etc.) which may be conducted by Salvation Army and American Red Cross.

¹ An agency is considered a participant of a promoted fundraising event if the agency is identified in any way, and the money raised is accepted by the agency, regardless of whether or not the agency had prior knowledge of the fundraising event.

8. To use its best efforts to promote the United Way Campaign in the community, as well as, its own organization, and to not request of anyone a **direct contribution and/or designation** in lieu of a United Way contribution. A record of all direct contributions will be recorded and presented to the United Way in its regular reports and in its proposed budget request as prepared for the Budgets and Admissions Committee.
9. Member agencies may not solicit funds for capital improvements within the territory covered by United Way's general campaign without prior approval of the United Way Finance Committee, and will abide by the decisions of the Directors as to the time of such solicitations and manner in which they shall be conducted. This provision is understood to cover those situations where the solicitation is made in the name of any agency financed by United Way although the purpose is to raise money for a division of service not financed by United Way.
10. To consider this Agreement to be in effect in all particulars throughout the entire fiscal year.
11. **Acknowledge receipt of, and agreement with, the current Budgets & Admissions Manual.** Understanding of the following from page 5. "If it is determined by the Finance Committee that for any reason, including, but not limited to, mismanagement, misappropriation, or cancellation of agency programs, that allocations are no longer appropriate, United Way reserves the right to cancel or adjust funding."
12. Violations of the membership agreement will result in a reduction of the current year's allocations for each violation and may jeopardize membership status of the agency. Penalties shall be imposed as follows, as they occur within a three-year period;
**5% for the first violation,
10% for second violation, and
third or subsequent violations will be dealt with by United Way's Board of Directors.**

The Board of Directors of United Way may terminate the participation of any agency by two-thirds vote of the members present at any regular or special meeting of the Board, provided, however, that said member and each member of the Board of Directors shall receive at least ten days written notice of such proposed action and the time and place of such meeting. A recommendation from the Finance Committee is necessary to initiate the above action.

In testimony whereof, this MEMBERSHIP AGREEMENT has been duly executed in duplicate originals by proper representatives of the United Way and the Member Agency on the day and year first written above. This AGREEMENT is filed annually with United Way.

United Way of Wilson County, Inc.

Member Agency

BY: _____
Board President, United Way of Wilson County, Inc.

BY: _____
Member Agency Board President

BY: _____
Budgets & Admissions Rep., United Way of Wilson Co., Inc.

BY: _____
Member Agency Executive Director

Attest: _____
Executive Director, United Way of Wilson County, Inc.

Exhibit A (*Membership Agreement-Page 3 of 3*)

- a. Every agency shall maintain a general ledger and subsidiary ledger as deemed necessary by United Way or the entity's auditor.
- b. Quarterly financial statements shall be reported on a cash basis and on a standard United Way form.
- c. Quarterly financial statements must be submitted to the United Way office by Jan. 15, April 15, July 15, and Oct. 15.
- d. All agency expenditures must be supported by invoice or voucher.
- e. All agency checks shall require two (2) signatures. Pre-signing checks and using facsimiles shall be prohibited.
- f. Anyone having access to organization's funds shall be bonded.
- g. Every agency shall have an annual audit performed by an independent auditor. **Audited financial reports shall be received by United Way within 120 days from the last day of the agency's fiscal year.** (Any exceptions to this rule must be approved by United Way's Finance Committee). Failure to adhere to this policy shall result in withholding monthly payments, beginning with November, until compliance is performed.